

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Allied Oil & Supply Co.,
Baker Petrolite Corporation,
Citgo Petroleum Corporation,
Chevron Environmental Management Company,
ConocoPhillips Company,
Cook Composites and Polymers Co.,
Curran Paint and Varnish Company,
f/k/a Cook Paint and Varnish Co.,
Elementis Chemicals Inc., a Delaware Corporation
f/k/a Harcros Chemicals, Inc.,
Harcros Chemicals Inc., a Kansas Corporation,
Exxon Mobil Corporation,
Heathwood Oil Company, Inc.,
Mallinckrodt Inc.,
Pam Oil Inc.,
3M Company.

Defendants.

Civil Action No. _____

Judge _____

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Container Recycling Site in Kansas City, Kansas ("the Site").

B. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. The response actions consisted of a removal action, which included disposal of containerized hazardous substances, excavation and disposal of more than 4,000 buried drums of hazardous waste, removal and disposal of more than 60,000 drums, and placement of an engineered crushed limestone cover over the majority of the Site. No further response action is planned.

C. In performing these response actions, EPA has incurred response costs at or in connection with the Site.

D. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

E. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9606, 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in

this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "Arranger Settling Defendants" shall mean Allied Oil & Supply, Inc., Baker Petrolite Corporation, Citgo Petroleum Corporation, Chevron Environmental Management Company, for itself and on behalf of Chevron U.S.A. Inc., ConocoPhillips Company, Cook Composites and Polymers Co., Curran Paint and Varnish Co. formerly known as Cook Paint and Varnish Company, Elementis Chemical Inc. a Delaware corporation f/k/a Harcros Chemicals Inc.; Harcros Chemicals Inc., a Kansas corporation, Exxon Mobil Corporation, Heathwood Oil Company, Inc., PAM Oil Inc., and 3M Company.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- c. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.
- d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- i. "Owner/Operator Settling Defendant" shall mean Mallinckrodt Inc., a New York Corporation
- j. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

- k. "Parties" shall mean the United States and the Settling Defendants.
- l. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through April 1, 2005, plus accrued Interest on all such costs through such date.
- m. "Plaintiff" shall mean the United States.
- n. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).
- o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
- p. "Settling Defendants" shall mean 3M Company, Allied Oil & Supply, Inc., Baker Petrolite Corporation, Citgo Petroleum Corporation, Chevron Environmental Management Company for itself and on behalf of Chevron U.S.A. Inc., ConocoPhillips Company, Cook Composites and Polymers Co., Curran Paint and Varnish Co. formerly known as Cook Paint and Varnish Co., Elementis Chemical, Inc., a Delaware corporation f/k/a Harcros Chemicals Inc., Harcros Chemicals Inc., a Kansas corporation, Exxon Mobil Corporation, Heathwood Oil Company, Inc., Mallinckrodt Inc., and PAM Oil Inc.
- q. "Site" shall mean the Container Recycling Superfund site, encompassing approximately 20 acres, located at 1161 S. 12th Street in Kansas City, Wyandotte County, Kansas, and generally shown on the map included in Appendix A.
- r. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants to make a cash payment to address their liability for the Site as provided in the Covenant Not to Sue by Plaintiffs in Section VIII, and subject to the Reservations of Rights by United States in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. Within 30 days of entry of this Consent Decree, each Settling Defendant shall pay to the EPA its designated amount, as defined by Appendix A. The amount paid by all of the Settling Defendants will total \$1,127,000.

6. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number _____, the EPA Region and Site Spill ID Number 07Z5, and DOJ Case Number 90-11-2-1322/4. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Kansas following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

7. At the time of each payment, each Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions).

8. The total amount to be paid pursuant to Paragraph 5 shall be deposited in the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraph 5 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalty.

a. If any amounts due under Paragraph 5 are not paid by the required due date, each Settling Defendant who has not paid in full shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the interest required by Paragraph 9, \$2000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number 07Z5, and DOJ Case Number 90-11-2-1322/4, and shall be sent to:

EPA Superfund
Mellon Bank
EPA Region 7
P.O. Box 371099M
Pittsburgh, PA 15251

c. At the time of each payment, the paying Settling Defendant(s) shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions).

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

13. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

14. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

15. Covenant Not To Sue Arranger Settling Defendants by United States. Except as specifically provided in paragraphs 16, 17, and 19, the United States covenants not to sue or to take administrative action against Arranger Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant not to sue shall take effect upon receipt by EPA of all payments required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Arranger Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Arranger Settling Defendants and does not extend to any other person.

16. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Arranger Settling Defendants

- a. to perform further response actions relating to the Site, or
- b. to reimburse the United States for additional costs of response

if, subsequent to EPA receipt of the payments required by Section VI:

- (1) conditions at the Site, previously unknown to EPA, are discovered, or
- (2) information, previously unknown to EPA, is received, in whole or in part, and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the removal action at the Site is not protective of human health or the environment.

17. For purposes of Paragraph 16, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of this Consent Decree is entered by the Court.

18. Covenant Not To Sue Owner/Operator Settling Defendant by United States. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Owner/Operator Settling Defendant pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section VI, Paragraph 4 (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Owner/Operator Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Owner/Operator Settling Defendant and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

19. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue Arranger Settling Defendants by United States in Paragraph 15 and the Covenant Not to Sue Owner/Operator Settling Defendant by the United States in Paragraph 18. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Defendants' ownership or operation of the Site, or upon Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendants;
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

20. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees, with respect to the Site or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution,, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 22 (Waiver of Claims) and Paragraph 26 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 19 (c) - (e), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

21. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

22. Settling Defendants agree not to assert any CERCLA claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

23. Except as provided in Paragraph 22, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraph 20, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

24. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Consent Decree do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Defendants coming within the scope of such reservations.

25. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent

proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VIII.

XII. RETENTION OF RECORDS

27. Until seven (7) years after the entry of this Consent Decree, the Settling Defendants shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

28. After the conclusion of the document retention period in the preceding paragraph, the Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, the Settling Defendants shall deliver any such records to EPA. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name and title of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the United States shall be withheld on the grounds that they are privileged.

29. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since receipt of an EPA request for information concerning the Site.

XIII. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-1322/4)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

David Cozad
Office of Regional Counsel
EPA Region 7
901 North 5th Street
Kansas City, KS 66101

As to Settling Defendants:

Allied Oil & Supply Inc.
Koley Jessen P.C.
One Pacific Place, Suite 800
1125 S. 103rd St.
Omaha, NE 68124-1079
Attn: Stacia L. Palser, Attorney

Baker Petrolite Corporation
Baker Petrolite
12645 West Airport Blvd.
Sugar Land, TX 77478
Attn: Ann Barker, Senior Manager Environmental Affairs

Citgo Petroleum Corporation
Boone, Smith, Davis, Hurst & Dickman
500 Oneok Plaza
100 W. 5th St.
Tulsa, OK 74103-4240
Attn: Gerald L. Hilsher, Attorney

Chevron USA Inc.

Chevron Environmental Management Company
Law Department
1500 Louisiana St., 36th Floor
Houston, TX 77002
Attn: Richard T. Hughes, Senior Counsel

ConocoPhillips Company

1330 Phillips Building, 420 Keele
Bartlesville, OK 74004
Attn: William V. Prevatt

Cook Composites and Polymers Co.

Shook, Hardy & Bacon
2555 Grand Blvd.
Kansas City, MO 64108
Attn: David Erickson, Attorney

Curran Paint and Varnish Co. (fka Cook Paint and Varnish Co.)

Law Office of Arthur A. Schulcz, Sr. PLLC
2521 Drexel Street
Vienna, VA 22180
Attn: Arthur A. Schulcz, Attorney

Elementis Chemicals Inc, a Delaware corporation f/k/a Harcros Chemicals Inc.

329 Wyckoffs Mill Road .
PO Box 700
Highstown, NJ 08520
Attn: Glenn A. Cavanaugh

Harcros Chemicals Inc., a Kansas corporation

5200 Speaker Road
Kansas City, MO 66106
Attn: Robert W. Chaney

Exxon Mobil Corporation

Exxon Mobil Corporation
3225 Gallows Road
Fairfax, VA 22037
Attn: Mark A. Zuschek, Attorney

Heathwood Oil Company, Inc.

Speer Law Firm PA
104 West 9th St., Suite 305
Kansas City, MO 64105
Attn: Charles F. Speer, Attorney

Mallinckrodt Inc., a New York corporation

675 McDonnell Blvd.
P.O. Box 5840
St. Louis, MO 63134
Attn: Patricia Hitt Duft, Vice President-Legal

PAM Oil Inc.

PAM Oil
3040 East Millcreek Rd.
Salt Lake City, UT 84109
Attn: William G. Pederson, CEO

3M Company

c/o Bryan Cave LLP
1 Renaissance Square
Two North Central Ave., Suite 2200
Phoenix, AZ 85004-4406
Attn: William W. Pearson, Attorney

XIV. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

32. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

34. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

35. Each undersigned representative of a Settling Defendant to this Consent Decree and the Chief/Deputy Chief, Environmental Enforcement Section of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

36. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

37. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

38. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2____.

United States District Judge

APPENDIX A

Payment of Response Costs by Settling Defendants to the EPA

1.	Allied Oil & Supply Company	\$137,120.33
2.	Baker Petrolite Corporation	\$54,197.33
3.	Citgo Petroleum Corporation	\$85,265.56
4.	Chevron USA, Incorporated	\$64,985.66
5.	ConocoPhillips Company	\$84,938.07
6.	Cook Composites and Polymers Company	\$31,776.88
7.	Curran Paint and Varnish Company	\$28,293.28
8.	Elementis Chemicals Inc., a Delaware corp f/k/a Harcros Chemicals Inc. & Harcros Chemicals Inc., a Kansas Corp	\$49,829.95.
9.	Exxon Mobil Corporation	\$137,286.91
10.	Heathwood Oil Company, Incorporated	\$40,000.00
11.	Mallinckrodt Inc., New York corporation	\$292,586.99
12.	Pam Oil Inc.	\$40,000.00
13.	3M Company	\$80,719.04
<hr/> Total		\$1,127,000.00

THE UNDERSIGNED PARTIES enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR THE UNITED STATES OF AMERICA

Catherine R. McCabe
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Katherine A. Loyd
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

James Gulliford
Regional Administrator, Region 7
U.S. Environmental Protection Agency
901 North 5th Street
Kansas City, KS 66101

David Cozad
Associate Regional Counsel, Regional 7
U.S. Environmental Protection Agency
901 North 5th Street
Kansas City, KS 66101

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT Allied Oil & Supply, Inc.]

Date: 7-13-05

Tamara Heinson Fowler
Vice President
Allied Oil & Supply, Inc.
2209 South 24th Street
Omaha, Nebraska 68108

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stacia L. Palser

Title: Attorney at Law

Address: Koley Jessen P.C.
One Pacific Place, Suite 800
1125 South 103 Street
Omaha, Nebraska 68124-1079

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT **Baker Petrolite Corporation**

Date: 7/19/05

Richard E. Mertz
Vice President – Manufacturing
Baker Petrolite Corporation
12645 West Airport Blvd.
Sugar Land, TX 77478

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: C.T. Corporation System
Address: 1021 Main Street
Houston, TX 77002

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co. relating to the Container Recycling Superfund Site.

FOR DEFENDANT
CITGO PETROLEUM CORPORATION

Date: July 22, 2005

Stuart A. Rains
Assistant Secretary
CITGO Petroleum Corporation

Agent Authorized to Accept Service on Behalf of Above-signed Party:

CITGO Petroleum Corporation
ATTN: General Counsel
1293 Eldridge Parkway
Houston, TX 77077

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of [insert case name and civil action number], relating to the Container Recycling Superfund Site.

FOR DEFENDANT Chevron Environmental Management Company, for itself and on behalf of Chevron U.S.A. Inc.

Date:

7/5/95

Gordon A. Turl

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Corporation Service Company

Title:

Address:

200 S.W. 30th Street
Topeka, KS 66611

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT [ConocoPhillips Company]

Date: July 12, 2004

Name and Address of Signatories _____

William A. Kitchen
600 N. Dairy Ashford
Houston, Texas 77079

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: United States Corporation Company

Title:

Address: 200 S.W. 30th Street
Topeka, Kansas 66611

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT [Cook Composites and Polymers Co.]

Date: 07/13/2005

Name and Address of Signatories

Michael Gromacki
Director – Quality / Safety / Environment
820 East 14th Avenue
North Kansas City, Missouri 64116

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David R. Erickson
Shook, Hardy & Bacon L.L.P.

Title: Attorney

Address: 2555 Grand Boulevard
Kansas City, Missouri 64105

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT CURRAN PAINT and VARNISH CO.

Date:

7/11/05

JAMES D. BENNETT, JR.
President and CEO
PO BOX 419389
Kansas City, MO 64141
Name and Address of Signatories

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Arthur A. Schulez, Sr.
Title: Counsel for Curran Paint and Varnish Co.
Address: 2521 Drexel Street
Vienna VA, 22180

THE UNDERSIGNED PARTIES Elementis Chemicals Inc. and Harcros Chemicals Inc. enter into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT Elementis Chemicals Inc., a
Delaware corporation ~~f/k/a~~ Harcros Chemicals Inc.

Date: _____

7/2/05

Glenn A. Cavanaugh
Elementis Chemicals Inc.
329 Wyckoffs Mill Road
P.O. Box 700
Hightstown, New Jersey 08520

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Glenn A. Cavanaugh
Elementis Chemicals Inc.
329 Wyckoffs Mill Road
P.O. Box 700
Hightstown, New Jersey 08520

FOR DEFENDANT Harcros Chemicals Inc., a
Kansas corporation

Date: _____

7/11/05

Robert W. Chaney
Harcros Chemicals Inc.
5200 Speaker Road
Kansas City, Kansas 66106

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Robert W. Chaney
Harcros Chemicals Inc.
5200 Speaker Road
Kansas City, Kansas 66106

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT [Exxon Mobil Corporation]

Date: 7/12/05

Name and Address of Signatories

Zane K. Bolten
Area Manager, Superfund
Exxon Mobil Refining & Supply Co
16825 Northchase Dr
Corp - GP2-922
Houston, TX 77060

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MARK ZUSCHER, ESQ

Title: Attorney

Address: Exxon Mobil Corporation
3225 Gallows Rd Rm #3D-0232
Fairfax, VA 22037

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT [

Date: 07/18/05

Steven A. Shondell - President
Heathwood Oil Co., Inc. Box 171655 K.C.KS 66117
Name and Address of Signatories

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Charles Speer Law Firm PA

Title: Attorney

Address: 104 W. 9th St.
Suite 305
Kansas City, MO 64105

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT Mallinckrodt Inc., a New York corporation

Date: 7/15/05

Douglas A. McKinney
Vice-President
Mallinckrodt Inc.
675 McDonnell Blvd.
St. Louis, MO 63042

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Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Patricia Hitt Duft

Title: Vice President-Legal

Address: TycoHealthcare-Mallinckrodt

675 McDonnell Blvd.

St. Louis, MO. 63042

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT 

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Date: 7/10/15

Name and Address of Signatories:

Wm. G. Pederson, CEO
PAM Oil, Inc.
200 Petro Ave S.
Sioux Falls, SD 57107

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Brian Pederson

Title:

CEO

Address:

3040 E. Millcreek Road

Provo Salt Lake City, UT 84109

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Oil and Supply Co., relating to the Container Recycling Superfund Site.

FOR DEFENDANT [3M Company]

Date: 7/13/2005

Name and Address of Signatories

Robert A. Paschke
3M Center
St. Paul, MN 55133-3428

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John R. Allison

Title: Assistant General Counsel

Address: 3M Center, St. Paul, MN 55133-3428